

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA**

BRANDY SCHELL,)	Civil Action No.
)	
Plaintiff,)	
)	
v.)	
)	Jury Trial Demanded
JETBLUE AIRWAYS CORPORATION)	
27-01 Queens Plaza North)	
Long Island City, New York 11101)	
)	
Defendant.)	
)	

COMPLAINT

Plaintiff, Brandy Schell, by and through counsel, avers and alleges as follows:

JURISDICTION

1. The jurisdiction of this Court over this civil action exists pursuant to 28 U.S.C. § 1331 (a), in that this action arises under the laws and treaties of the United States through Article 17 of the Convention for the Unification of Certain Rules Relating to International Carriage by Air, concluded at Montreal, Canada, on May 28, 1999 (“Montreal Convention”).

PARTIES

2. Plaintiff Brandy Schell is a citizen of the State of North Carolina.

3. Defendant JetBlue Airways Corp. (“JetBlue”) is a corporation organized and existing under the laws of the State of Delaware with its principal place of business in the State of New York with an address of 27-01 Queens Plaza North, Long Island City, New York 11101-4020.

4. Defendant JetBlue regularly avails itself of the privileges and benefits of conducting business in the State of North Carolina and has a registered agent for service of process at Corporation Service Company, 2626 Glenwood Avenue, Suite 550, Raleigh, North Carolina 27608.

GENERAL ALLEGATIONS

5. At all times relevant, Defendant JetBlue Airways Corp. operated as a commercial air carrier engaged in the business of transporting fare-paying passengers on regularly scheduled domestic and international flights in a commercial transport aircraft owned, leased, operated, managed, maintained, and/or controlled by Defendant and its agents and/or employees.

6. On April 15, 2019, Defendant JetBlue Airways Corp. was the owner and/or operator of a commercial transport aircraft being operated as JetBlue Airlines flight B61126, which originated at the Fort Lauderdale (Florida) International Airport (FLL) with an intended destination of Raleigh-Durham (North Carolina) International Airport (RDU). The flight from FLL with intended destination of RDU was the domestic portion of international air travel which had begun earlier that same day with a Jet Blue flight B6926 which originated at Sangster International Airport, Montego Bay, Jamaica (MBJ) and ended at Fort Lauderdale International Airport FLL).

7. On April 15, 2019, Ms. Schell was a fare-paying passenger aboard JetBlue Airlines flight B61126 from FLL with intended destination of RDU.

8. After boarding JetBlue flight B61126 and experiencing excessive delays due to engine, air conditioning and other maintenance issues, and after experiencing debris emanating from the air conditioning system and noticing a terrible burning smell, and fearing

that something was wrong, Plaintiff Brandy Schell was forced to endure many rapid descents and ascents, an extreme nosedive, and loss of cabin pressure, causing great discomfort, fear and severe injury to her ears and her hearing.

9. As a direct and proximate result of the actions of JetBlue Airways Corp., and/or their agents, Ms. Schell sustained several serious injuries, and pain and suffering, including but not limited to permanent hearing loss, emotional trauma, loss of enjoyment of life, and other injuries, economic and physical.

COUNT I
CLAIM FOR DAMAGES UNDER THE MONTREAL CONVENTION

10. Plaintiff Brandy Schell incorporates by reference all prior allegations above as if fully set forth herein.

11. At the time of Ms. Burrough's injury, Defendant JetBlue Airways was a carrier providing international flight and/or carriage by aircraft for reward as defined in Article 1 of the Montreal Convention.

12. At the time of her injury, Ms. Schell was engaged in the process of embarking an international flight and/or carriage by aircraft for reward as defined in Article 1 of the Montreal Convention.

13. Accordingly, the Montreal Convention applies to this cause of action.

14. Pursuant to Article 17 of the Montreal Convention, Defendant JetBlue Airways, as the carrier, is liable for damages sustained in case of bodily injury of a passenger upon condition only that the accident which caused the injury took place on board the aircraft or in the course of any of the operations of embarking or disembarking.

15. Ms. Schell was embarking on the JetBlue Airways flight when she suffered her injuries.

16. Pursuant to Article 21(2) of the Montreal Convention, Defendant is strictly liable to Ms. Schell for all personal injury damages up to 100,000 Special Drawing Rights (SDRs) and liable for amounts exceeding 100,000 SDRs if Defendant cannot prove that it took all necessary measures to prevent or avoid the injuries or damages, or that the injuries or damages were solely due to the negligence or other wrongful act or omission of a third party.

17. At all times relevant, Defendant operated as a common carrier and was under a duty to operate and control the subject aircraft, on the ground and in the air, with the highest degree of care, and to exercise the highest degree of care to prevent injury of any kind.

18. Defendant breached its duty to use reasonable care and negligently and carelessly discharged its duties as a common carrier, among these and other ways, as follows:

- a. Failing to exercise reasonable care in the safety of its passengers; and
- b. Failing to take reasonable precautions to prevent injury to passengers while embarking the aircraft.

19. As a direct and proximate result of the negligent and careless acts of Defendant, Ms. Schell sustained several serious injuries, and pain and suffering, including but not limited to permanent hearing loss, emotional trauma, loss of enjoyment of life, and other injuries, economic and physical.

WHEREFORE, Plaintiff Brandy Schell demands judgment against Defendant JetBlue Airways Corp., for compensatory damages, cost, and other such relief as this Court deems appropriate.

Respectfully submitted this the 24th day of February, 2021.

/s/ James T. Crouse, Esq.
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